

PTO/SB/01 (11-04)
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POWER OF ATTORNEY and CORRESPONDENCE ADDRESS INDICATION FORM	Application Number	10/501,411
	Filing Date	July 12, 2004
	First Named Inventor	Michael Cowley
	Title	Modification of Feeding Behavior
	Art Unit	
	Examiner Name	
Attorney Docket Number	AT 9248US	

I hereby revoke all previous powers of attorney given in the above-identified application.

I hereby appoint:

☒ Practitioners associated with the Customer Number 23579

OR

☐ Practitioner(s) named below:

Name	Registration Number

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for the above-identified application to:

☐ The address associated with the above-mentioned Customer Number.

OR

☒ The address associated with Customer Number. 23579

OR

☐ Firm or Individual Name

Address

City

Country

Telephone

State

Zip


Fax

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/94)

SIGNATURE of Applicant or Assignee of Record

Signature		Date	4-18-05
Name	SUSAN SEARLE	Telephone	0307594 6549
Title and Company	CHIEF EXECUTIVE OFFICER		

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☐ Total of _____ forms are submitted.

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to be (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing this form, call 1-800-PTO-9199 and select option 2.

Imperial College Innovations, Ltd.

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Approved for use through 07/24/2006. OMB 0951-0001
U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Michael Cowley, Roger Cene, Malcolm Luy, Andrew Butler, Stephen Robert Bloom, Caroline Jane Small, Rachel Louise Ballerum, and Mohammed Ali Ghafar

Application No./Patent No.: 10/501,411 Filed/Issue Date: July 12, 2004

Entitled: MODIFICATION OF FEEDING BEHAVIOR USING PYY AND GLP-1

Inperial College Innovations Ltd. * Corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of an undivided, joint interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %

In the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature: SUSAN SEADLE
Printed or Typed Name: CHIEF EXECUTIVE OFFICER
Title: _____

Date: 10/11/05
Telephone Number: 020 75946591

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to be (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 2.11 and 2.14. This collection is estimated to take 15 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the manner of this form or suggestions for reducing the burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1460, Alexandria, VA 22313-1460. DO NOT SEND PAPER OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1460, Alexandria, VA 22313-1460.

If you need assistance in completing the form, call 1-800-PTO-9793 and select option 2.

Inperial College Innovations Ltd.

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THIS DEED OF ASSIGNMENT effective as of 22 September 2002 is between:-

- (1) **PROFESSOR STEPHEN ROBERT BLOOM** whose home address is 49 Hollycroft Avenue, Hampstead, London, NW3 7Q ("Prof Bloom");
- (2) **PROFESSOR MOHAMMAD ALI GHATEI** whose home address is 17 Warrender Way, Ruislip, Middlesex, HA4 8EB ("Prof Ghatei");
- (3) **DOCTOR CAROLINE JANE SMALL** whose home address is 46 Cumberland Road, London, W3 6EY ("Dr Small");
- (4) **DOCTOR RACHEL LOUISE BATTERHAM** whose home address is Flat 5, 5-8 Great Sutton Street, London, EC1V 0BX (Dr Batterham");
- (5) **IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY AND MEDICINE**, whose address is Exhibition Road, London SW7 2AZ ("ICSTM"); and
- (6) **IMPERIAL COLLEGE INNOVATIONS LIMITED**, whose registered office is at Sherfield Building, Exhibition Road, London SW7 2AZ ("Innovations").

WHEREAS:-

- A. Prof Bloom, Prof Ghatei, Dr Small and Dr Batterham are full-time employees of ICSTM, engaged by ICSTM to carry out research.
- B. In the course of their normal employment duties for ICSTM Prof Bloom, Prof Ghatei, Dr Small and Dr Batterham made inventions and developed technology, materials and know-how relating to the peptide hormone PYY and its applications (the "Technology") including without limitation inventions in respect of which a patent application has been made (defined below as the "Patents"). Consequently Prof Bloom, Prof Ghatei, Dr Small and Dr Batterham's share in the Intellectual Property (defined below) belongs to ICSTM pursuant to Section 39 of the Patents Act 1977.
- C. ICSTM, Prof Bloom, Prof Ghatei, Dr Small and Dr Batterham have agreed to assign to Innovations all their right, title and interest in the Intellectual Property subject to the provisions of this Assignment.

THIS DEED OF ASSIGNMENT WITNESSES as follows:-

1. Definitions

In this Assignment the following words shall have the following meanings:

Intellectual Property**the Technology and Patents.****Technology**

any and all inventions, technology, materials and know-how relating to the areas described in the attached Schedule and which have been developed by Prof Bloom, Prof Ghatei, Dr Small and Dr Batterham, and all rights in such inventions, technology, materials and know-how.

Patents


the patent application identified in the attached Schedule and any future patents and patent applications which are based upon or derive priority from that listed in the Schedule.


2. Prof Bloom, Prof Ghatei, Dr Small and Dr Batterham and Dr Batterham warrant that they are the inventors of the Intellectual Property.
3. Prof Bloom, Prof Ghatei, Dr Small and Dr Batterham acknowledge that the Intellectual Property was developed in the course of their normal duties as employees of ICSTM and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of their duties and that consequently their share in the Intellectual Property belongs to ICSTM pursuant to Section 39 of the Patents Act 1977. To the extent that they own any rights in the Intellectual Property they join in the assignment to Innovations under clause 6 below.
4. ICSTM, Prof Bloom, Prof Ghatei, Dr Small and Dr Batterham covenant with Innovations that they have not assigned or agreed to assign the Intellectual Property to any person, company or undertaking other than Innovations or otherwise encumbered the Intellectual Property.
5. Prof Bloom, Prof Ghatei, Dr Small, Dr Batterham and ICSTM undertake not to publish or otherwise disclose in any way details of the Intellectual Property to any third party without the prior agreement of Innovations.
6. **Assignment**
 - 6.1 In consideration for Innovations agreeing to share with ICSTM income from the commercial exploitation of the Intellectual Property in accordance with the Technology Transfer Operating Agreement between ICSTM and Innovations dated 7 January 1999, ICSTM hereby assigns and transfers to Innovations absolutely and with full title guarantee all its right, title and interest in the Intellectual Property.
 - 6.2 The assignment effected by this clause 6 shall include, without limitation, the assignment and transfer of:-

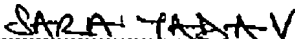
- (a) all patents and other intellectual property that may be granted pursuant to the application listed in the attached Schedule, as well as all patents and other intellectual property that may derive priority from or have equivalent claims to or be based upon the Intellectual Property in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and the Intellectual Property shall be deemed to include all such items of property; and
 - (b) all rights of action, powers and benefits arising from ownership of the Technology and the Intellectual Property, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Assignment; and
 - (c) all rights of ownership of any materials that form part of the Intellectual Property, including without limitation any cell-lines, antibodies or other materials.
7. Prof Bloom, Prof Ghatei, Dr Small, Dr Batterham and ICSTM shall each execute such documents and give such assistance as Innovations may require:-
- (a) to secure the vesting in Innovations of all rights in the Technology and the Patents;
 - (b) to uphold Innovations' rights in the Technology and the Patents; and
 - (c) to defeat any challenge to the validity of, and resolve any questions concerning, the Technology and the Patents.
8. Prof Bloom, Prof Ghatei, Dr Small, Dr Batterham and ICSTM hereby irrevocably appoint Innovations as their Attorney in their name to execute any document and do any act or thing which may be necessary to comply with the provisions of clause 6 above.
9. This validity, construction and performance of this Assignment shall be governed by English law, and Prof Bloom, Prof Ghatei, Dr Small, Dr Batterham, ICSTM and Innovations submit to the jurisdiction of the English courts in respect of any dispute arising in connection therewith.

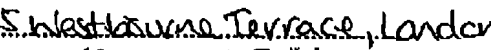
EXECUTED AND DELIVERED AS A DEED by the parties:-

Signed as a Deed by Prof Bloom in the presence of a witness and delivered upon signature:-


.....
Professor Stephen Robert Bloom



.....
witness signature

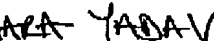

.....
witness name

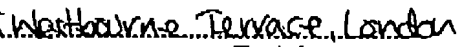

.....
witness address W2 3UY

Signed as a Deed by Prof Ghatei in the presence of a witness and delivered upon signature:-


.....
Professor Mohammad Ali Ghatei

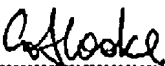

.....
witness signature


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witness name

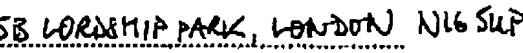

.....
witness address W2 3UY

Signed as a Deed by Dr Small in the presence of a witness and delivered upon signature:-


.....
Doctor Caroline Jane Small


.....
witness signature


.....
witness name


.....
witness address

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Signed as a Deed by Dr Batterham in the presence of a witness and delivered upon signature:-

Dr Rachel Louise Batterham
Dr Rachel Louise Batterham

Dr C. Bedford
witness signature

MR DAVID CHARLES BEDFORD
witness name

22 WOODMANSTERNE ROAD, SURREY, SM5 4BN
witness address

The Common Seal of Imperial College of
Science, Technology and Medicine was
affixed hereto, in the presence of)
)
)

Signed [Signature]

Signed [Signature]

Executed and delivered as a Deed by Imperial College Innovations Limited acting through two of its Directors:-

[Signature]
Director's signature

[Signature]
Director's signature

SCHEDULE

Description of Technology, including any know-how and materials covered by this Assignment

The use of PYY, PYY 3-36 and other NPY Y2 receptor agonists in the control of weight and appetite, in particular in promoting weight loss, reducing weight gain, decreasing appetite and hunger, and increasing satiety. Such agents can be used in the treatment of obesity.

List of patent applications covered by this Assignment

UK patent application number GB0200507.2 (filed 10 January 2002) entitled "APPETITE SUPPRESSION".

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SAS:jam 08/20/02 899-63771

ASSIGNMENT

WHEREAS, we, Michael Cowley, of Portland, County of Multnomah, State of Oregon, Roger Cone, of Oregon City, County of Clackamas, State of Oregon, Malcolm Low, of Lake Oswego, County of Clackamas, State of Oregon, and Andrew Butler, of Portland, County of Multnomah, State of Oregon, have invented a certain invention, entitled STIMULATION AND INHIBITION OF NEURONS IN THE ARCUATE NUCLEUS OF MODULATING FEEDING BEHAVIOR, for which a provisional patent application was filed on June 28, 2002, and is identified as U.S. Provisional Patent Application No. 60/392,109; and

WHEREAS, Oregon Health & Sciences University, a legal entity organized under the laws of the State of Oregon, having a place of business at 3181 S.W. Sam Jackson Park Road, L335, Portland, Oregon, 97201, desires to acquire an interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, Michael Cowley, Roger Cone, Malcolm Low and Andrew Butler, hereby sell, assign and transfer to Oregon Health & Sciences University, the full and exclusive right, title and interest in and to said invention, patent application and patent rights throughout the world, including foreign patent priority rights, the right to file and prosecute International Applications under the Patent Cooperation Treaty, and the right to file and prosecute applications under the European Patent Convention; said invention, application and letters patent in this or any foreign country, and all divisions, continuations, reissues and extensions thereof, to be held and enjoyed by Oregon Health & Sciences University, for its own use and benefit, and for its successors and assigns to the full end of the term for which letters patent may be granted in this or any foreign country, as fully and entirely as the same would have been held by us had this assignment and sale not been made, and covenant that we have full right so to do, and agree that

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SAS:jam 08/20/02 899-63771

we will communicate to Oregon Health & Sciences University, or its successors and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, and do everything possible to aid Oregon Health & Sciences University, its successors and assigns to obtain and enforce proper patent protection for said invention in this or any foreign country.

We hereby grant the law firm of Klarquist Sparkman, LLP, the power to insert on this Assignment any further information which may be necessary or desirable in order to comply with all applicable legal requirements, including the rules of the United States Patent and Trademark Office, for submitting and recording this document.

Executed at the place and date opposite our respective signatures below.

At Portland, Oregon

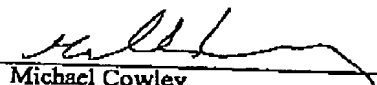
(City and State)

on this 10th day of September, 2002.

STATE OF OREGON)

COUNTY OF Multnomah)

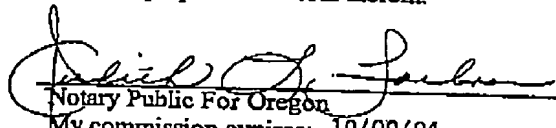
ss.


Michael Cowley

This 10 day of September, 2002, before me personally came the above-named Michael Cowley, who executed the foregoing instrument in my presence, and who acknowledged to me that he executed the same of his own free will for the purposes set forth therein.

[SEAL]




Notary Public For Oregon
My commission expires: 10/09/04

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SAS:jun 08/20/02 899-63771

At Portland, Oregon
(City and State)
on this 26 day of Sept, 2002.

Roger Cone
Roger Cone

STATE OF OREGON

COUNTY OF Multnomah ss.

This 26 day of Sept, 2002, before me personally came the above-named Roger Cone, who executed the foregoing instrument in my presence, and who acknowledged to me that he executed the same of his own free will for the purposes set forth therein.



[SEAL]

Judith L. Loebner
Notary Public For Oregon
My commission expires: 10/09/04

At Portland, Oregon
(City and State)
on this 26 day of Sept, 2002.

Malcolm Low
Malcolm Low

STATE OF OREGON

COUNTY OF Multnomah ss.

This 26 day of Sept, 2002, before me personally came the above-named Malcolm Low, who executed the foregoing instrument in my presence, and who acknowledged to me that he executed the same of his own free will for the purposes set forth therein.



[SEAL]

Judith L. Loebner
Notary Public For Oregon
My commission expires: 10/09/04

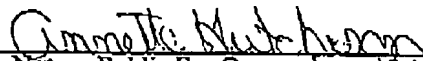
• SAS:jpm 08/14/02 899-61726 1


Andrew Butler

At Baton Rouge, LA
(City and State)
on this 25 day of September, 2002.

STATE OF ~~OREGON~~ LOUISIANA)
COUNTY OF East Baton Rouge) ss.
Parish Rouge

This 25th day of September, 2002, before me personally came the above-named Andrew Butler, who executed the foregoing instrument in my presence, and who acknowledged to me that he executed the same of his own free will for the purposes set forth therein.


Notary Public For ~~Oregon~~ Louisiana
My commission expires: for life on
2007

[SEAL]

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